

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	<b>CONTRACT AMENDMENT</b>	
	Contract No.	21422
	Amendment No.	1
MillerKnoll, Inc. 855 East Main Ave. Zeeland, MI 49464	Effective Date	05.15.2023

**FIRST AMENDMENT**  
**TO**  
**PARTICIPATING ADDENDUM FOR NASPO MASTER AGREEMENT MA3967**  
**STATEWIDE CONTRACT NO. 21422**  
**OFFICE FURNITURE AND RELATED SERVICES**

This First Amendment (“Amendment”) to Participating Addendum No. 21422 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“State”) and MillerKnoll, Inc., a Michigan Corporation (“Contractor”) and is dated as of May 15, 2023.

**RECITALS**

- A. State and Contractor (collectively the “Parties”) entered into that certain Participating Addendum No. 21422 for Office Furniture and Related Services dated effective as of January 24,2023 (“Participating Addendum”).
- B. The amendment set forth herein is within the scope of the Participating Addendum
- C. The Parties now desire to amend the Participating Addendum to add the terms for prevailing wages.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Participating Addendum, as previously amended, as follows:

- 1. TOPIC. Prevailing Wages. The Participating Addendum is amended to add prevailing wage language.

9. PREVAILING WAGES:

9.1 Services performed in any of the awarded categories may be subject to prevailing wages based on all or a portion of the scope of the work the Purchasing Entity is requesting. Contractor shall confirm with the Washington State Labor and Industries if services performed meet the requirements of prevailing wages. Any work subject to prevailing wages must still be paid even if it was performed before the effective date of this amendment.

9.2 This Participating Addendum is subject to Washington's Prevailing Wage on Public Works Act (RCW 39.12). Accordingly, for work pursuant to this Participating Addendum, Contractor (including any subcontractors), unless exempt, shall pay all workers employed in the performance of any part of the work in accordance with RCW 39.12 and the rules promulgated by the Washington State Department of Labor and Industries.

- (a) **WAGE RATES.** Contractor, and any subcontractor or other person doing any portion of the work covered by this Participating Addendum, shall not pay any laborer, worker, or mechanic less than the applicable and most current prevailing hourly wage rates and fringe benefits for said worker's classification to all laborers workers or mechanics who perform any work pursuant to any resulting Participating Addendum, in conformance with the scope or work description of the Industrial Statistician of the Washington State Department of Labor and Industries. Contractor shall have sole responsibility to ascertain the applicable prevailing rate of wage for such classification, as set forth by the State of Washington for the County in which the work is performed. The applicable prevailing wage rates are set forth on the [website](#) for the Washington State Department of Labor and Industries. Prevailing wage rates are updated twice a year, on the first business day in February and August, and take effect thirty (30) days after publication.
- (b) **STATEMENT OF INTENT TO PAY PREVAILING WAGES.** Before commencing any work under this Contract, Contractor (and all subcontractors) shall file with the Washington State Department of Labor and Industries, for approval, a statement, under oath, certifying its Intent to Pay Prevailing Wages. Contractor also shall provide a copy of the Intent.
- (c) **INVOICES & PARTICIPATING ADDENDUM PAYMENTS.** Contractor understands and agrees that each invoice for payment submitted to Enterprise Services shall state that prevailing wages have been paid in accordance with the pre-filed Statement(s) of Intent, as approved. Copies of the Intent to Pay Prevailing Wages shall be posted on the work site with the address and telephone number of the Industrial Statistician of the Washington State Department of Labor and Industries where a complaint or inquiry regarding prevailing wages may be made.
- (d) **AFFIDAVIT OF WAGES PAID.** Upon completion of work under this Participating Addendum, Contractor (and each subcontractor) shall file with the Washington State Department of Labor and Industries the approved Affidavit of Wages Paid. Enterprise Services shall condition final payment to Contractor on the submittal of such Affidavit of Wages Paid.
- (e) **LABOR & INDUSTRIES FEES.** Contractor shall pay to the Washington of Labor and Industries any applicable fees for the Statement of Intent and/or Affidavit of Wages Paid that are to be submitted to the Washington State Department of Labor and Industries for certification.

- (f) PAYROLL RECORDS. Contractor shall retain payroll records pertaining to work performed for this Participating Addendum for three (3) years following expiration or termination of this Participating Addendum and, upon request, provide certified copies of such payroll records to Enterprise Services.
2. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Participating Addendum is unaffected and remains in full force and effect.
  3. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Participating Addendum or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
  4. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
  5. ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
  6. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**MILLERKNOLL, INC.,  
A MICHIGAN CORPORATION**

**STATE OF WASHINGTON  
DEPARTMENT OF ENTERPRISE SERVICES**

By: *Jay Lanenga*  
Jay Lanenga (Jun 1, 2023 07:54 EDT)  
 Name: Jay Lanenga  
 Title: Director of Contracts  
 Date: 6/1/2023

By: *Nick Ioanna*  
 Name: Nicholas Ioanna  
 Title: Procurement Supervisor  
 Date: 6/1/2023










# 21422 AMD1

Final Audit Report

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